

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii

February 25, 2022

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A FIVE-YEAR COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT WITH LĀNA'I RESORTS, LLC DBA PULAMA LĀNA'I AND THE DEPARTMENT OF LAND AND NATURAL RESOURCES FOR THE PURPOSE OF MAINTAINING PUBLIC HUNTING AREAS AND APPROVAL TO EXTEND BY MUTUAL AGREEMENT OF THE PARTIES.

APPLICANT AND REQUEST

Lāna'i Resorts, LLC., DBA Pulama Lāna'i, and the Department of Land and Natural Resources request approval to enter into a Cooperative Game Development and Management Agreement for five (5) years to expire on February 28, 2027, with two additional five (5) year extensions if notified in writing six months prior to the expiration date.

LOCATION

Cooperative Game Management Area on the island of Lāna'i, Hawaii

AREA:

Approximately 30,000 acres

RENTAL:

\$1,000.00 Annually

TERMS:

March 1, 2022, to February 28, 2027, with two (2) additional five (5) year extensions allowed totaling fifteen (15) years.

REMARKS

Lāna'i Resorts LLC, DBA Pulama Lāna'i, and the Department of Land and Natural Resources are parties to the Cooperative Game Development

Agreement which have been ongoing for over 20 years. This is a new and revised agreement which provides our commitment to sustainable management of game species on Lānaʻi in a way that maximizes benefits to Lānaʻi residents and non-residents and minimizes negative impacts to Lānaʻi residents and the ecosystem.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

DOFAW activities to be conducted under the terms of the cooperative Agreement include a continuation of operations and repair and maintenance of existing infrastructure, as well as data collection, research, experimental management, and resource evaluation activities. These are minor actions that will probably have minimal or no significant effects on the environment and are exempt from the requirement to prepare an environmental assessment in accordance with Chapter 343, HRS, and Chapter 11-200-8, Hawaiʻi Administrative Rules, under the Department's following exemption classes (Exemption List for the Department of Land and Natural Resources, Reviewed and Concurred Upon by the Environmental Council on November 10, 2020):

General Exemption Type 1 *Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing.*

General Exemption Type 2 *Replacement or reconstruction of existing structures and facilities where the new structure will be located generally on the same site and will have substantially the same purpose, capacity, density, height, and dimensions as the structure replaced.*

General Exemption Type 4 *Minor alterations in the conditions of land, water, or vegetation.*

General Exemption Type 5 *Basic data collection, research, experimental management, and resource and infrastructure testing and evaluation activities that do not result in a serious or major disturbance to an environmental resource.*


RECOMMENDATION:

That the Board:

1. Delegate authority to the Chair to negotiate and execute a Cooperative Agreement with the Lānaʻi Resorts, LLC, subject to the approval as to form of the Department of the Attorney General (draft agreement attached).
2. Authorize the Chairperson to determine and approve Chapter 343, Hawaii Revised Statutes (HRS) environmental compliance requirements, including approval of declarations of exemptions, as applicable.

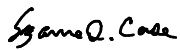
3. Delegate authority to the Chair to negotiate and execute future extension requests for this Cooperative Game Development and Management Agreement which will occur in five years.

Respectfully submitted,

for 

David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson
Board of Land and Natural Resources

Attachments:

- 1) Draft Cooperative Game Development and Management Agreement

COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT

THIS COOPERATIVE GAME DEVELOPMENT AND MANAGEMENT AGREEMENT ("Agreement") entered into this ____ day of _____ 2022 and effective on March 1, 2022, by and between LĀNA'I RESORTS, LLC, a Hawaii limited liability company, doing business as Pūlama Lāna'i, hereinafter called the "Landowner", whose address is 733 Bishop Street, Suite 1500, Honolulu, Hawaii 96813 and STATE OF HAWAII, by its Board of Land and Natural Resources, hereinafter called the "Board", whose address is _____.

RECITALS

WHEREAS, the parties to this Agreement seek to enter into a new agreement granting the Board the right to use certain portions of Landowner's lands on the Island of Lāna'i, County of Maui State of Hawaii, for the purposes stated herein;

WHEREAS, under the provisions of Section 183D-4, Hawaii Revised Statutes, the Board may enter into cooperative agreements for such purposes; and

WHEREAS, the Landowner and Board are committed to sustainable management of game species on Lāna'i in a way that maximizes benefits to Hawai'i's residents and non-residents and minimizes negative impacts to Lāna'i's residents and ecosystem.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be for a period of five (5) years, from March 1, 2022, to February 28, 2027. The Board shall have the option to extend the term of this Agreement for two (2) additional periods of five (5) years, for a total period of up to fifteen (15) years. To exercise the renewal option, the Board shall provide written notice to Landowner no less than six (6) months prior to the expiration of the Term. Thereafter, the Agreement Term will continue on a month-to-month basis, on the same conditions as applicable in this Agreement, unless otherwise terminated as provided in this Agreement.

2. Cooperative Game Management Area, "As Is" Condition, and Representations and Warranties. The Cooperative Game Management Area provided by Landowner to Board under this Agreement consists of the designated portion of that certain tract of land, being a portion of the Island of Lāna'i, District of Lahaina, County of Maui, State of Hawaii, and described herein as the Cooperative Game Management Area ("CGMA") further described in Exhibit [REDACTED] and shown on the map (Exhibit "[REDACTED]") attached hereto and made a part hereof. Board has inspected and accepts the CGMA in an "as is, where is" condition, with all faults, known and unknown. Landowner has not made and does not make any representations as to the commercial suitability, physical condition, expenses, operation or any other matter affecting or relating to the CGMA

and this Agreement, except as herein specifically set forth or referred to, and Board hereby expressly acknowledges that no such representations have been made. Landowner makes no other warranties, express or implied, of merchantability, marketability, fitness, or suitability for a particular purpose or otherwise, except as set forth herein. Any implied warranties are expressly disclaimed and excluded. The representations, warranties, covenants, terms, conditions, and waivers set forth in this section shall survive the termination of the Agreement.

3. Annual Fee. The Board shall pay to Landowner an annual fee of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) to be paid to the Landowner biannually, or in event of withdrawal of the CGMA during his Agreement, a prorated monthly fee of \$83.33, shall be promptly refunded to the Board as unused rent for each month paid in advance.

4. Use. Board will use the CGMA only for the purposes of preserving, protecting, conserving, and propagating game birds and mammals (e.g., axis deer and mouflon sheep) and the maintenance, management, and operation of such public hunting areas and game reserves for the aforesaid purposes as may be mutually agreed to.

5. Relocation and Revision of the CGMA. During the term of this Agreement, Landowner reserves the right to relocate the CGMA to another location, and may add or subtract lands from the CGMA upon giving the Board at least sixty (60) days' prior written notice. Landowner shall be responsible for all expenses incurred by Board in making such relocation and shall have the right, for a period of six (6) months from the date of the notice of relocation, to remove the Board's wire fences, signs, watering units, or other permanent improvements on the CGMA pursuant to this Agreement.

6. Reservation of Landowners Rights. Notwithstanding anything herein to the contrary, this Agreement or trespass regulations governing hunting shall not be construed to prohibit entry of employees or other authorized persons of the Landowner or its affiliated companies upon the CGMA for purposes authorized by the Landowner excluding hunting except for damage control shooting under permits granted by the Board. During the term of this Agreement, Landowner shall reserve the right for its employees or other authorized persons of Landowner or its affiliated companies to use the CGMA for any purpose not inconsistent with this Agreement, including but not limited to opening the CGMA for recreational activities (travel by motorized or non-motorized vehicles, as defined in Hawaii Administrative Rules §13-104-2), for research, infrastructure maintenance and improvement, and for natural resource management. Landowner shall not use the CGMA during permitted hunts or other maintenance activities performed by Board, unless otherwise coordinated with the Board to occur during permitted hunts or other maintenance activities performed by Board or its representatives.

7. Duties and Responsibilities of the Board or its Authorized Representatives. The Board agrees to perform the following:

- a. The Board or its authorized representatives will implement management practices and may install facilities and provide personnel to manage a population of game birds and mammals on such areas where game population may be benefitted and where the environment will sustain regeneration of the vegetation, minimize the threat to endangered species, and minimize damage to a functional ecosystem.

- b. The Board will print and issue, or publish electronically, maps of the entire Island of Lāna‘i and show thereon the location of areas within the CGMA closed to hunting from time to time and the boundaries of the CGMA and the portion of the Island of Lāna‘i excluded from this Agreement, hereinafter called the “Excluded Area”, and such other information which is mutually agreed to by the Board and the Landowner.
- c. For each year of this Agreement, the Board will submit to the Landowner a plan for the management and hunting of wildlife on Lāna‘i including plans for the development and maintenance of wildlife watering units, hunter access roads and trails, informational and boundary signs, and development and maintenance projects, plans for animal management and control within the CGMA, proposed hunting seasons, administrative rules and plans for the management of the hunting seasons (the “Annual Plan”). In addition, proposed hunting dates, times, boundaries of the areas within the CGMA closed to hunting, bag limits as well as the assignment of supervisory personnel, the established hunter density by hunting day, and such other plans as are necessary for the safe and orderly conduct of the hunting seasons shall be included in the Annual Plan. The Annual Plan shall be approved by the Landowner prior to any public announcement. The Annual Plan will be submitted to Landowner no later than thirty (30) days after the previous year’s hunting season ends.
- d. Representatives of the Board and the Landowner shall meet at a mutually acceptable date and time within eighteen (18) days of the Landowner’s receipt of the aforementioned Annual Plan to (a) review the previous year’s management experience, (b) review and discuss the current year’s Annual Plan for management and hunting, and (c) discuss management plans for the coming year. In the event that the Annual Plan is not approved by the Landowner, and the parties cannot agree on a mutually acceptable Annual Plan within ninety (90) days of submittal to the Landowner, which date may be extended by mutual agreement of the parties, this Agreement may be terminated by either party upon sixty (60) days prior written notice.
- e. In addition to the Annual Plan meeting, the Board’s duly authorized representatives and the Landowner shall meet on a quarterly basis to review the progress of the Annual Plan’s execution and whether adjustments are required by the Landowner and the Board or its authorized representatives. The Landowner shall also reserve the right to call a meeting with the Board’s representatives if any issues arise with the current Annual Plan.
- f. The Board or its duly authorized representatives will supervise and enforce all administrative rules adopted under applicable laws of the State on lands on Lāna‘i and shall, upon request of the Landowner, assist the Landowner in the enforcement of the administrative rules and in carrying out the management programs of Landowner on the Excluded Areas.
- g. The Board shall require each person entering the area covered by this Agreement for the purpose of hunting to sign a Waiver and Indemnification Agreement if the hunter is 18 years of age or older, or if the hunter is below 18 years of age, the parent or guardian of the hunter must sign the waiver. The waiver and indemnification form is attached hereto and made a part hereof as Exhibit “ ”

and may be revised by agreement of the parties in writing.

- h. The Board shall erect such signs approved by the Landowner, except in emergencies where signs may be installed by the Board or its authorized representatives provided such signs are thereafter presented to the Landowner for review and approval as necessary for the safe and orderly conduct of hunting seasons.
- i. The Board shall have the right to hunt or trap game in the CGMA or to grant permits for purposes hereinafter set forth to responsible persons. Permits issued by the State of Hawaii pursuant to this paragraph shall be subject to the prior approval of the Landowner. The Board may issue control permits to the Landowner to conduct population control within the CMGA using paid staff or volunteers if target harvests are not met or animals are unsustainably numerous. Upon request of the Landowner, the Board shall assist the Landowner with the removal of game animals from areas, including the Excluded Area, where such game animals are causing damage to agricultural crops, property, or are unsustainably numerous.

8. Hunting Licenses. Only persons holding valid State of Hawaii hunting licenses, permits, tags, and or other required hunting documents shall be permitted to hunt on the CGMA. Access to the CGMA for the purposes pursuant to this Agreement shall be permitted and Landowner reserves the right to designate access roads through Landowner's land to the CGMA from time to time. Such hunting shall be in accordance with conditions established between the Board and the Landowner and Hawaii Administrative Rules Title 13 Chapter 123, consented to by the Landowner and adopted by the Board.

9. Right of Entry. The Board and its duly authorized representatives shall have the right of entry upon all said lands that is part of the CGMA at all times for the purposes of carrying out management programs and the enforcement of the Hawaii Administrative Rules.

10. Hazardous Materials. The Board and its authorized representatives shall not cause or permit the escape, disposal or release of any hazardous materials in or upon the CGMA. The Board shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought into the CGMA any such materials except to use in the ordinary course of the Board's business, and then only after written notice is given to the Landowner of the identity of such materials. In addition, the Board shall execute affidavits, representations, and the like from time to time at the Landowner's request concerning the Board's best knowledge and belief regarding the presence of hazardous materials on the CGMA placed or released by the Board.

For the purpose of this Agreement "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

Furthermore, carcasses disposed into the Board's dumpster shall not be considered hazardous materials.

11. Condemnation. In the event during the term of this Agreement or any extensions thereof, the CGMA or any part thereof shall be taken or condemned by any authority having the power of an eminent domain, then and in such event, this Agreement shall cease and be terminated as of the date the Board is required to vacate the CGMA, and the Annual Fee shall be apportioned and paid up to that date of any part thereof taken or condemned. All compensation and damages payable for or on account of the CGMA, except improvements constructed by the Board, shall be payable to and be the sole property of the Landowner. The Board shall be compensated for all improvements constructed or owned by the Board. The Board shall not be entitled to any claim against the Landowner for condemnation of the Board's interest in the CGMA.

12. Partial Taking. In case only part of the CGMA shall be so taken or condemned, the Annual Fee thereafter payable for the unexpired remainder of the term shall be reduced in the same proportion that the area of the CGMA so taken or condemned bears to the total area of the CGMA hereby demised, PROVIDED, HOWEVER, that either party has the right to terminate this Agreement at its option in the event of a partial taking of at least 24% of the CGMA without further obligation under this Agreement.

13. Insurance. The Board, as a sovereign, is self-insured and therefore private insurance coverage is not required.

14. Real Property Taxes. The Landowner shall be liable for all real property taxes under the terms of this Agreement.

15. Liability of Landowner. The Landowner shall not be liable to the Board for damage to person or property arising for any reason, except that the Landowner may be liable to the Board for damage to the Board resulting from the sole negligent act of the Landowner or its authorized representatives.

16. Board's Financial Obligation and Commitment. Board's financial obligation and commitment to make payments or reimbursements of any kind under this Agreement shall be contingent upon legislative appropriation and the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of Land and Natural Resources to make such payment or reimbursement.

17. Termination. This Agreement may be terminated as follows:

- a. Default. If the Board shall fail to faithfully observe and perform any term, covenant or condition of this Agreement, or shall abandon the CGMA, and the breach or default shall continue for a period of thirty (30) days after delivery of a written notice of any such breach or default by personal service, registered mail or certified mail, then in that event, the Landowner may at once reenter the CGMA and, upon or without the entry, at its option, terminate this Agreement without any further service or notice or legal process, and may expel and remove from the CGMA, at the Board's expense, any improvements placed on the CGMA by the

Board and any personal property or trade fixtures, all without prejudice to any other remedy or right of action which Landlord may have for breach of this Agreement; PROVIDED, HOWEVER, that if the nature of the default, is such that the same cannot be reasonably cured within a thirty (30) day period, the Board shall not be deemed to be in default if the Board shall, within the period, commence a cure and thereafter diligently prosecute the same to completion.

- b. Convenience. Landowner or Board may terminate this Agreement, for any reason, by giving the other party at least sixty (60) calendar days written notice before such termination. If this Agreement is terminated by Landowner without cause, the Landowner shall pay all expenses in the removal of any improvements placed on the CGMA by the Board and any personal property or trade fixtures. Upon receipt of a written notice of termination, the Board shall continue managing the CGMA, unless specifically directed or authorized otherwise, giving due regard to the mitigation of costs and any damages or losses that may result to Landowner as a result of such cessation. Termination shall not be deemed a release of either party for obligations pertaining to the period prior to the effective date of termination.

18. Default. If the Board shall fail to faithfully observe and perform any term, covenant or condition of this Agreement, or shall abandon the CGMA, and the breach or default shall continue for a period of thirty (30) days after delivery of a written notice of any such breach or default by personal service, registered mail or certified mail, then in that event, the Landowner may at once reenter the CGMA and, upon or without the entry, at its option, terminate this Agreement without any further service or notice or legal process, and may expel and remove from the CGMA, at the Board's expense, any improvements placed on the CGMA by the Board and any personal property or trade fixtures, all without prejudice to any other remedy or right of action which Landlord may have for breach of this Agreement; PROVIDED, HOWEVER, that if the nature of the default, is such that the same cannot be reasonably cured within a thirty (30) day period, the Board shall not be deemed to be in default if the Board shall, within the period, commence a cure and thereafter diligently prosecute the same to completion.

19. Surrender of CGMA. At the end of the term of this Agreement, the Board will peaceably deliver to the Landowner the possession of the CGMA together with all improvements thereon by whomsoever made, in good repair, order and condition, reasonable wear and tear and unavoidable casualty excepted. The Board may, at its option, remove any improvements placed on the CGMA by the Board which can be reasonably removed from the CGMA. If the Board fails to remove any personal property or trade fixtures that the Board has informed Landowner will be removed from the CGMA, after ninety (90) days written notice by Landowner, the Landowner may remove such trade fixtures and personal property from the CGMA and either deem them abandoned and dispose of them or place them in storage at the cost and expense of the Board, and the Board does agree to pay all costs and expenses for disposal, removal, or storage of the trade fixtures and personal property.

20. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within forty eight (48) hours from the time of mailing if mailed as provided in this paragraph.

To the Landowner at: Lānaʻi Resorts, LLC
Attn: Conservation Department
P.O. Box 630310
Lānaʻi City, Hawaii 96763
With copy to: kmatsumoto@pulamalanai.com

To the Board at: **State of Hawaii**
Department of Land and Natural Resources
P.O. Box _____
Honolulu, Hawaii _____

21. Remedies; Dispute Resolution. In the event of a breach by either party to this Agreement, the other party shall have the right from time to time to enforce any and all legal and equitable remedies which may be available against such party, including, without limitation, injunctive relief and specific performance. However, except where irreparable harm would otherwise result to a party, if a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation utilizing a recognized mediation service mutually agreed to by the parties before resorting to litigation or some other dispute resolution procedure.

22. Hawaii Law; Venue; Jurisdiction. This Agreement shall be construed, interpreted, and governed by the laws of the State of Hawaii. The venue for any judicial action with respect to this Agreement shall be in the county in which the CGMA is situate. All parties to this Agreement shall submit to the jurisdiction of the First Circuit Court of the State of Hawaii for all purposes relating to this Agreement.

23. Conformance with Other Laws. The terms and conditions set forth herein are also subject to conformance with applicable State of Hawaii laws and administrative rules adopted by the Department of Land and Natural Resources.

24. Partial Invalidity. If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25. Entire Agreement; Modification; Executed in Counterparts. This Agreement contains all the agreements of the parties and cannot be amended or modified except by a written agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same document, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LĀNA‘I RESORTS, LLC
a Hawaii limited liability company

By: LANAI ISLAND HOLDINGS, LLC
a Hawaii limited liability company
Its: Member

By: LIH CORPORATION
a Hawaii corporation
Its: Manager

By: Kurt Matsumoto

Its: Vice President

Date: _____

APPROVED:

Harrilynn K. Kameenui,
Senior Vice President of Administration
And Legal Affairs, General Counsel
Date: _____

STATE OF HAWAII

By: _____
Name: _____
Board of Land and Natural Resources
Title: _____
Date: _____

Approved by the Board of Land and
Natural Resources at its meeting held
On _____.

APPROVED AS TO LEGALITY, FORM,
EXCEPTIONS, AND RESERVATIONS:

Deputy Attorney General
Date: _____

ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 2022, before me personally
appeared _____, to me personally known, who, being by me duly sworn or
affirmed, did say that such person executed the foregoing instrument as the free act and deed of such
person, and if applicable in the capacity shown, having been duly authorized to execute such instrument
in such capacity.

Notary Public, State of Hawaii
Print Name _____
My commission expires: _____

Notary Seal Affixed:

Date of the Notarized Document: _____

Number of Pages: _____

Identification or Description of the Document being Notarized:

Printed Name of Notary: _____ Circuit _____

| | |
|--|------|
| Notary's Signature and Notary's Official Stamp or Seal | Date |
|--|------|

ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 2022, before me personally
appeared _____, to me personally known, who, being by me duly sworn or
affirmed, did say that such person executed the foregoing instrument as the free act and deed of such
person, and if applicable in the capacity shown, having been duly authorized to execute such instrument
in such capacity.

Notary Public, State of Hawaii
Print Name _____
My commission expires: _____

Notary Seal Affixed:

Date of the Notarized Document: _____

Number of Pages:

Identification or Description of the Document being Notarized:

Printed Name of Notary: _____ Circuit _____

| | |
|--|------|
| Notary's Signature and Notary's Official Stamp or Seal | Date |
|--|------|

WAIVER AND INDEMNIFICATION

I understand and acknowledge that Lāna‘i Resorts, LLC, the owner of the land, and its affiliate companies ("Landowner") is indirectly permitting me, including any minor with me, (herein collectively referred to as "I" or "me") to use the public hunting area and roads for access without charge for recreational purpose of hunting in consideration of and subject to the limitation of liability of Lāna‘i Resorts, LLC, including affiliate companies and other authorized users of the properties, under Chapter 520 of the Hawaii Revised Statutes.

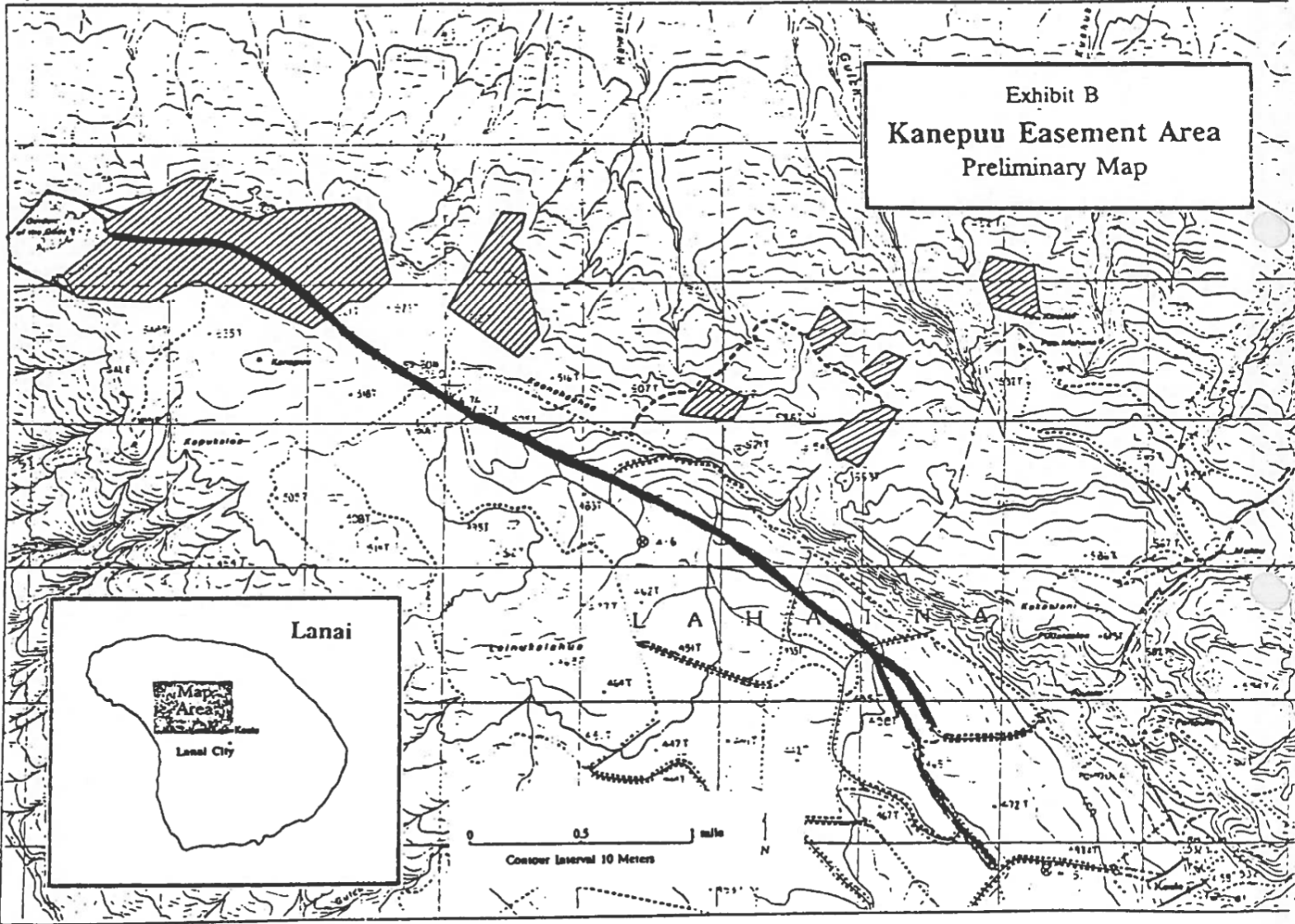
Any permit issued by Lāna‘i Resorts, LLC, its affiliates or their agents or by the Division of Forestry and Wildlife of the Board of Land and Natural Resources of the State of Hawaii ("Board") authorizes and permits me only to enter into, upon or across those portions of the Island of Lāna‘i expressly designated as the Cooperative Game Management Area (CGMA) in the Cooperative Game Development and Management Agreement between the State of Hawai‘i and the landowner for the sole purpose of hunting game animals subject to all regulations issued by the Board and the Landowner to cross over and upon such roads or trails as may be expressly designated from time to time to go to and from the CGMA.

I further understand and agree that I assume all risk of personal injury, death or property damage suffered or incurred by me while I am in or upon the CGMA or traveling through or over or across any lands owned or controlled by Landowner or their authorized users and I will not make any demand upon nor bring or maintain any action, suit or other proceeding of any nature against, but will indemnify and save harmless, said Landowner or their authorized users, the Board, the State of Hawai‘i, the County of Maui and all political subdivisions and administrative departments thereof, their respective officers, agents or employees of all of the above entities from any and all personal injury or death or property damage which I may suffer or incur or which I may cause or inflict on others and from any and all manners of actions, liabilities and claims at any time arising out of or incident to the use by me of the cooperative hunting area and the access thereto.

Hunter Date: _____

If under the age of 18, Hunter’s parent or guardian: _____
Name: _____
Date: _____

[TO BE UPDATED]
See Old Map Below



[TO BE UPDATED]

DESCRIPTION OF GAME MANAGEMENT AREA “CGMA”

The CGMA is the area on the northwest portion of the Island of Lanai with the southern boundary colored in red extending from the western shore off of the Kaumalapau public road and following an easterly direction along said road to a point of the dirt road (Guard Road) at the end of the plantation area and continuing along makai of the dirt road, parallel to the dirt road to the fence of the pasture area and along said fence in a southeasterly direction to the Koele-Keomuku public road and following said road to the northeast shore of Lanai. The following areas are excluded from the CGMA:

- (1) The Kanepuu Easement Area as shown on Exhibit B;
- (2) 500 feet from the shoreline between Federation Camp on the northeast shore to Kaena Point on the west shore;
- (3) A 300 foot strip immediately makai of and parallel to the Guard Road within Unit 1 of the CGMA between Kaumalapau and Polihua Road and continuing within Unit 2 to the horse pasture fence line as shown on Exhibit I.

EXHIBIT I

(See Exhibit I-E)

